THE HON'BLE SRI JUSTICE V.ESWARAIAH

W.P.NO.17349 OF 2005

Dt.16.12.2005

Between:

Y.Chinna Reddy … Petitioner

And

Union of India, rep. by the General Manager,

South Central Railway, Secunderabad and

3 others. … Respondents

ORDER:

Heard the learned counsel for the petitioner as well as the learned Standing Counsel on behalf of the respondents.

The petitioner seeks writ of mandamus declaring the inaction of the respondent-Railways to make payment of the admitted amounts due to the petitioner covered by Agreement No.22/South/BZA/2004 dated 31.3.2004 for execution of the works – “Nellore – Provision of New High Level Platform 4 (288 x 13 M) with PF fencing wall and water Taps” is contrary to law and arbitrary and consequently seek direction to the respondents to make the payment of admitted amounts.

It is the case of the petitioner that even after executing the works under the agreement dated 31.3.2004 final bills have not been paid to the petitioner. It is stated that certain amounts are due and payable

and certain amounts are disputed which cannot be paid.

Counter affidavit has been filed on behalf of respondents 1 to 4 stating that so far as the undisputed amounts are concerned the same would be paid after following the due procedure prescribed under law. In so far as the other contention that the respondents are unduly delaying the payment of amounts is denied. It is stated that there is an arbitration clause in the agreement for arbitration with regard to settlement of disputes as per clause 64 of General Conditions of contract and the petitioner is fully aware of the arbitration clause.

Without expressing any opinion on the merits of the case, since the disputed questions of fact cannot be adjudicated in this writ petition in view of arbitration clause and having regard to the facts and circumstances of the case, the respondents are directed to settle the admitted amounts after following due process of law within eight weeks from the date of receipt of a copy of this order. In so far as the disputed amounts are concerned, it is open for the petitioner to invoke arbitration clause for the disputed amounts and for settlement of all other disputes.

The writ petition is disposed of according. No costs.

(V.ESWARAIAH, J.)

16.12.2005

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